

California Tamil Academy - Waiver Policy

California Tamil Academy and its Affiliates Waiver Policy:

California Tamil Academy and its Affiliates are all Non Profit Organization run by community volunteers to teach Tamil Language. Hence CTA and its Affiliates require every parent to sign the following waiver

RELEASE OF LIABILITY AND ASSUMPTION OF RISK

The individual named below (referred to as "I" or "me") desires to participate in any and all educational activities, classes, presentations, seminars, or any related activities provided to me (the "**Activities**") by CALIFORNIA TAMIL ACADEMY, a California nonprofit corporation (the "**Academy**") at 14435 C Big Basin Way, #179 Saratoga CA 95070-6091 and its authorized affiliates ("**Affiliates**"). In consideration of being permitted by the Academy and its Affiliates to engage in the Activities and in recognition of the Academy's and its Affiliates' reliance hereon, I agree to all the terms and conditions set forth in this agreement (this "**Release**").

1. I confirm that I am:
 - in good health, in proper physical condition, and do not have any medical or other conditions that would impair my ability to participate in the Activities; and
 - not experiencing symptoms of the Disease (such as cough, shortness of breath, fever, chills, sore throat, and loss of taste or smell), do not have a confirmed or suspected case of the Disease, and have not come in contact in the last 14 days with a person who has been confirmed to have or suspected of having the Disease; and
 - have adhered for at least 14 days immediately prior to the date on which you sign this Release to COVID-19 safety guidance and orders issued by the Centers for Disease and Control and any applicable state or local order.
2. I am aware of the highly contagious nature of bacterial and viral diseases, including the 2019 novel coronavirus disease (COVID-19) (collectively, the "**Disease**") and the risk that I may be exposed to or contract the Disease by engaging in any Activities, which may result in serious illness, personal injury, disability, death, and/or property damage. I acknowledge that these risks may result from or be compounded by the actions, omissions, or negligence of Academy employees or others, including negligent emergency response or rescue operations of the Academy. I understand that the Academy and its Affiliates cannot guarantee that I will not be injured or become infected with the Disease or other infectious diseases due to my participation in the Activities and that engaging in the Activities may increase my risk of contracting the Disease.

NOTWITHSTANDING THESE RISKS, I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITIES WITH KNOWLEDGE OF THE DANGERS INVOLVED. I HEREBY AGREE TO ACCEPT AND ASSUME ALL RISKS OF INJURY, ILLNESS, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE ARISING FROM MY ENGAGING IN THE ACTIVITIES, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF THE ACADEMY, ITS AFFILIATES, OR OTHERWISE.

3. I hereby expressly waive and release any and all claims, now known or hereafter known, against the Academy, and its officers, directors, manager(s), employees, agents, affiliates, shareholders, successors, assigns and its Affiliates (collectively, "**Releasees**"), on account of injury, illness, disability, death, or property damage arising out of or attributable to my participation in the Activities, whether arising out of the ordinary negligence of the Academy or any Releasees or otherwise. I covenant not to make or bring any such claim against the Academy or any other Releasee, and forever release and discharge the Academy and all other Releasees from liability under such claims. This waiver and release does not extend to claims for gross negligence, willful misconduct, or any other liabilities that New Jersey law does not permit to be released by agreement.

4. I will comply with all federal, state, and local laws, orders, directives, and guidelines related to the Activities and the Disease while participating in the Activities, including, without limitation, requirements related to hand sanitation, social distancing, and use of face coverings and safety equipment. I will also follow all instructions, recommendations, and cautions of the Academy and its Affiliates at all times during the Activities. If at any time I believe conditions to be unsafe, that I am no longer in proper physical condition to participate in the Activities, or I begin experiencing symptoms of the Disease, I will immediately discontinue further participation in the Activities.
5. I shall defend, indemnify, and hold harmless the Academy and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees, fees, the costs of enforcing any right to indemnification under this Release, and the cost of pursuing any insurance providers, incurred by/awarded against the Academy or any other Releasees in a final non-appealable judgment, arising out or resulting from any claim of a third party related to my participation in the Activities, including any claim related to my own negligence or the ordinary negligence of the Academy or its Affiliates.
6. This Release constitutes the sole and entire agreement of the Academy or its Affiliates and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Release is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction. This Release is binding on and shall inure to the benefit of the Academy, its Affiliates and me and our respective successors and assigns. All matters arising out of or relating to this Release shall be governed by and construed in accordance with the internal laws of the State of New Jersey without giving effect to any choice or conflict of law provision or rule (whether of the State of New Jersey or any other jurisdiction). Any claim or cause of action arising under this Release may be brought only in the federal and state courts located in Middlesex, New Jersey and I hereby consent to the exclusive jurisdiction of such courts, if against the Academy, and the state of formation for any Affiliate.

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE ACADEMY OR ITS AFFILIATES.

I am the parent or legal guardian of the _____ attending **NJ Thiruvalluvar Tamil School, Edison**. I have the legal right to consent and, by signing below, I hereby do consent to the terms and conditions of this Release of Liability.

Parent/Guardian's Full Legal Name : *

Date : Tuesday, August 1, 2023